

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629217

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yitzhak Moshe Zuta		02/10/2021	INDIVIDUAL: ISRAEL
RECEIVING PARTY DATA			
Name:	Wedge and Wagon, LLC		
Street Address:	667 Boylston Street		
Internal Address:	3rd Floor, Suite 301		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5496566	HOTPOP	
Registration Number:	5594917	POPCO	
CORRESPONDENCE DATA			
Fax Number:	6176468646		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-646-8000		
Email:	cxltrademarks@wolfgreenfield.com		
Correspondent Name:	Christina M. Licursi		
Address Line 1:	600 Atlantic Avenue		
Address Line 2:	Wolf, Greenfield & Sacks, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210		
NAME OF SUBMITTER:	Anne Marie Rowe		
SIGNATURE:	/Anne Marie Rowe/		
DATE SIGNED:	03/02/2021		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment"), dated as of February 10th, 2021 (the "Effective Date"), is made by Yitzhak Moshe Zuta ("Assignor") located at 53 Derech Hashalom, Givatayim, Israel and Wedge and Wagon, LLC ("Assignee"), located at 667 Boylston Street, 3rd Floor, Suite 301, Boston, Massachusetts 02116.

WHEREAS, Assignee is the purchaser of all of certain assets of Assignor pursuant to that certain Asset Purchase Agreement dated as of even date herewith (the "Purchase Agreement") by and between Assignee and Mr. Moty Sadan (the "Seller");

WHEREAS, Assignor owns the rights, title and interest in and to the Assigned Trademarks with the goodwill connected with the use of, and symbolized by, the Trademarks (as defined herein, which are held in escrow for the Seller's benefit, and, at the instruction of the Seller pursuant to the Purchase Agreement, Assignor has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction (collectively, the "Agencies").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Assignment.** Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, the trademark registrations set forth on Schedule 1 (collectively, the "Trademarks"), attached hereto, all issuances, extensions, and renewals thereof, together with the goodwill connected with the use of, and symbolized by, the Trademarks, and all of Assignor's right, title, and interest in and to the foregoing, including any and all claims and causes of action with respect to the foregoing and regardless of accrual date.
- 2. Recordation and Further Actions.** Assignor hereby authorizes the United States Patent and Trademark Office and the officials of other Agencies to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto.
- 3. Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Seller (as applicable) with respect to the Assigned Trademark. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern and control.
- 4. Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

יצחק משה זוטה עורך דין
דרך השלום 53 גבעתיים

TRADEMARK

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5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

יצחק משה זוטא עורך דין
דרך השלום 53 גבעתיים
ת.ד. 18381

Name: Adv. Yitzhak Moshe Zuta
Address: 53 Derech Hashalom, Givatayim, Israel

ASSIGNEE:

Wedge and Wagon, LLC

DocuSigned by:

Chris Bell

FE09D0304*1F400

Chris Bell, Authorized Signatory

Schedule 1

Mark	Country	Reg. No.	Reg. Date
HOTPOP (87665802)	United States	5496566	6/19/2018
POPCO (87823582)	United States	5594917	10/30/2018